NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

W. J. Grinder Roofing Co., Inc. *and* United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 22

AA General Contractors, Inc. and United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 22. Case 3–CA–21175–1, 3–CA–21175–2

April 16, 2001

DECISION AND ORDER

BY CHAIRMAN TRUESDALE AND MEMBERS LIEBMAN AND WALSH

On April 29, 1999, the National Labor Relations Board issued an unpublished Order, inter alia, requiring W. J. Grinder Roofing Co., Inc. and AA General Contractors, Inc. (Respondents), to promptly provide the United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 22 (Union), information useful and necessary for effectively carrying out its duties as the collectivebargaining representative of unit employees. Respondents were further ordered to pay to the Union and to the General Counsel of the National Labor Relations Board the costs and expenses incurred by them in the investigation, preparation, presentation, and conduct of those proceedings, including reasonable counsel fees, salaries, witness fees, transcript and record costs, printing costs, travel expenses and per diem, and other reasonable costs and expenses, all such costs to be determined at the compliance stage of the proceedings. On November 22, 2000, the United States Court of Appeals for the Second Circuit entered a judgment enforcing the Board's Order in full.¹

A controversy having arisen over the obligation of the Respondents to satisfy the make-whole provisions of the Board's enforced Order, on January 25, 2001, the Regional Director for Region 3 issued a compliance specification and notice of hearing alleging the amounts due under the Board's Order, and notifying the Respondents that they should file a timely answer complying with the Board's Rules and Regulations. Although properly served with copies of the compliance specification, the Respondents failed to file an answer.²

By letters dated February 22, 2001, counsel for the Acting General Counsel advised Respondent AA General Contractors, Inc. and Respondent W. J. Grinder Roofing Co., Inc., that no answer to the compliance specification had been received and that unless an appropriate answer was filed by March 2, 2001, summary judgment would be sought. The Respondents filed no answer.³

On March 9, 2001, the Acting General Counsel filed with the Board a Motion for Summary Judgment, with exhibits attached. On March 15, 2001, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On March 16, 2001, the Board issued an Order correcting the March 15 Order. The Respondents filed no response. The allegations in the motion and in the compliance specification are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on the Motion for Summary Judgment

Section 102.56(a) of the Board's Rules and Regulations provides that the Respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) of the Board's Rules and Regulations states:

If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the Motion for Summary Judgment, the Respondents, despite having been advised of the filing requirements, have failed to file an answer to the compliance specification. In the absence of good cause for the Respondents' failure to file an answer, we deem the allegations in the compliance specification to be admitted as true, and grant the Acting General Counsel's Motion for Summary Judgment. Accordingly, we conclude that the amounts due are as stated in the compliance specification and we will order payment by the Respondents of those amounts.

ORDER

The National Labor Relations Board orders that the Respondents, W. J. Grinder Roofing Co., Inc. and AA General Contractors, Inc., Rochester, New York, their officers, agents, successors, and assigns, shall make

¹ Case 00–4213.

² The compliance specification and notice of hearing served on Respondent W. J. Grinder Roofing Co., Inc., by certified mail was returned to the Regional Office marked "refused." The compliance specification and notice of hearing served on Respondent AA General Contractors, Inc., was not returned nor was the return receipt card returned. A respondent's refusal to claim registered or certified mail should not serve to defeat the purposes of the National Labor Relations Act. *Michigan Expediting Service*, 282 NLRB 210, 213 fn. 6 (1982).

³ These letters were sent by certified and regular mail. The certified letters were returned to the Regional Office in envelopes marked "attempted, not known." A respondent's failure to provide for receiving appropriate service cannot defeat the purposes of the Act. Id. The letters served by regular mail were not returned. The failure of the Postal Service to return documents served by regular mail indicates actual receipt of those documents by a respondent; *Lite Flight, Inc.*, 285 NLRB 649, 650 (1987).

whole the organizations named below, by paying them the amounts following their names:

United Union of Roofers, Waterproofers and Allied Workers, Local Union No. 22: \$2,017.09

National Labor Relations Board: 7,427.60

Total \$9,444.69

Dated, Washington, D.C. April 16, 2001

John C. Truesdale,	Chairman
Wilma B. Liebman,	Member
Dennis P. Walsh,	Member

(SEAL) NATIONAL LABOR RELATIONS BOARD